



REPORT/RECOMMENDATION

To: MAYOR AND COUNCIL	Agenda Item <u>IV.D.</u>	
From: Jeff Long Chief of Police	<input checked="checked" type="checkbox"/>	Action
	<input type="checkbox"/>	Discussion
Date: February 6, 2012	<input type="checkbox"/>	Information
Subject: Prosecutor Contract 2012 - 2015.		

ACTION REQUESTED:

Approve a new three year contract with Bonner & Borhart, LLP to provide prosecution services for the City of Edina.

INFORMATION/BACKGROUND:

The City's prosecuting attorney is responsible for prosecuting petty misdemeanor, misdemeanor and gross misdemeanor level crimes. Typical crimes include traffic offenses, domestic abuse and commercial crimes such as shoplifting and credit card fraud. Traffic-related offenses constitute the majority of the activity.

The firm of *Bonner and Borhart, LLP* has provided prosecution services for the city of Edina since 2006. Patrick Leach has been the "lead" attorney assigned by Bonner and Borhart to provide this service. Mr. Leach has been responsive to our needs and the company of Bonner and Borhart, LLP has worked closely with our IT department to transition to mandated transmittal requirements established by our courts.

Bonner & Borhart, LLP and Mr. Leach also provide prosecution services for the City of Eden Prairie. Patrick Leach has previously worked as a prosecutor for the Metropolitan Airports Commission (as an employee of Thompson & Nybeck, P.A.) and for the St. Paul City Attorney's Office.

This three year contract commences on March 1, 2012. The first year of the contract matches the 2011 cost. The second and third year of the contract have increases of \$5000.00 a year respectively.

ATTACHMENTS:

Contract

AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF EDINA AND BONNER & BORHART, LLP

THIS AGREEMENT, effective March 1, 2012, is by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **BONNER & BORHART, LLP** ("Attorney").

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

1. ACCEPTANCE OF PROPOSAL.

A. The Attorney shall furnish and perform criminal prosecution legal services for the City.

B. The Attorney shall be engaged as an independent contractor and not as a City employee. The Attorney is free to contract with other entities.

2. CONTRACT TIME.

A. The Attorney shall serve at the pleasure of the City Council and City Manager, and may be terminated without cause by resolution of the City Council and the City Manager.

B. The Attorney may terminate the contract at any time, provided that the Attorney shall give the City thirty (30) days written notice before the termination becomes effective.

3. PAYMENT.

A. The Attorney will bill the City monthly. The City will normally pay for services within thirty five (35) days of receipt of a statement for services rendered. Costs and fees will be charged as set forth in subsections B and C below.

B. *Criminal Prosecution*: A monthly retainer for attorney fees, law clerks, legal assistant and secretaries: \$220,000.00 per calendar month from March 1 2012 to February 28 2013, \$225,000.00 per calendar month from March 1 2013 to February 28, 2014, \$230,000.00 per calendar month from March 1 2014 to February 28 2015. All prosecution legal services are included in the retainer including criminal appeals, civil and criminal forfeitures of motor vehicles, and prosecution of ordinance violations.

C. *Costs*. Out-of-pocket costs without mark-up. Costs include:

- Westlaw
- recording fees
- postage of 50¢ or more
- photocopies at 20¢ per copy
- long distance telephone calls
- court filing fees, subpoenas, service of process

4. **INSURANCE**. The Attorney will purchase and maintain sufficient insurance to protect Attorney against claims for legal malpractice.

5. **REVIEW**. The Attorney's performance shall be reviewed as deemed appropriate by the City Manager or City Council.

6. **MISCELLANEOUS**.

A. *Governing Law*. This Agreement shall be governed by the laws of the State of Minnesota.

B. *Assignment*. The Attorney may not assign or refer any of the legal services to be performed hereunder without the consent of the Edina City Manager.

C. *Effective Date*. This Agreement shall be effective the day and year first above written. This Agreement shall not be modified or amended without the approval in writing of the parties.

Dated: _____, 20____.

CITY OF EDINA

BY: _____

James B. Hovland, Mayor

AND _____
Scott Neal, City Manager

Dated: _____, 20____.

BONNER & BORHART, LLP

BY:

Patrick G. Leach,

